

CITY OF FONTANA

8353 SIERRA AVENUE
FONTANA, CA 92335

REMITTANCE TO ACCOUNTS PAYABLE

8353 SIERRA AVENUE
FONTANA, CA 92335

PAGE NO. 1

Confirming - No

rdillon@taser.com
 00082335 FAX: 480-658-0734
 TASER INTERNATIONAL
 17800 NORTH 85TH STREET
 SCOTTSDALE AZ 85255-9306

FONTANA POLICE DEPARTMENT
 17005 UPLAND AVENUE
 FONTANA, CA 92335-3528

ATTN: ROCIO ALONZO
 purchasing@fontana.org

ORDER DATE: 09/17/13		BUYER: SGT. MATT KRAUT		REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.: DESTINATION		DESC.: TASERS	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
For the purchase of five (5) Taser X26 Electronic Control Devices for the Police Department, per quote #00009262.					
Per Sole Source Request.					
01	5.00		HANDLE, YELLOW, CLASS III X26P PART #11003	848.4000	4,242.00
02	5.00		XPPM, BATTERY PACK, X26P PART #11010	59.9500	299.75
03	5.00		HOLSTER, BLACKHAWK, RIGHT, X26P PART #11501	49.9500	249.75
04	5.00		WARRANTY, 4 YEAR, X26P PART #11004	269.9900	1,349.95
05	1.00		KIT, DATA PORT DOWNLOAD, USB, X2/X26P PART #22013	159.9500	159.95
06	50.00		CARTRIDGE ± 25' HYBRID PART #44203	25.9500	1,297.50
07	1.00		SALES TAX	607.9100	607.91
08	1.00		SHIPPING & HANDLING	24.9500	24.95

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$	8,231.76
01	40216101	8013	4,242.00		TOTAL \$	8,231.76
02	40216101	8013	299.75			
03	40216101	8013	249.75			
04	40216101	8013	1,349.95			
05	40216101	8013	159.95			
06	40216101	8013	1,297.50			
07	40216101	8013	607.91			
08	40216101	8013	24.95			

VENDOR COPY

APPROVED BY

PURCHASING OFFICER

TERMS AND CONDITIONS

1. **PAYMENT.** Payments shall be made, upon submission of itemized invoices in Duplicate, of the prices stipulated here in for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant, when requested by the Vendor and approved by the Purchasing Agent. Terms are Net 30 Days.
2. **LICENSE.** All companies doing business in the City of Fontana are required to provide a valid City of Fontana business license prior to payment of any invoice(s) submitted.
3. **INSPECTION.** All materials and workmanship are subject to inspection and test by the City for compliance and specifications as included herein. In the event articles or services are defective or not in conformity with this order, the City shall have the right either to reject the items or require correction. Defective articles or services shall be removed from City premises and/or corrected by and at the expense of the Vendor. Failure to inspect and accept or reject shall not relieve the Vendor from responsibility for compliance with specifications. Final acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
4. **RESPONSIBILITY.** Unless otherwise specified, the Vendor shall be responsible for all items covered by this purchase order until delivered at the designated delivery point, and the Vendor shall bear all risks as to items rejected or requiring correction after notice of such rejection or correction is given.
5. **CHANGES.** This purchase order may at any time, by written order, be changed in regards to the materials or services to be furnished, quantities ordered, unit price, discount, delivery point or arrangement, terms, or any other matter affecting a valid order. In the event such change causes an increase or decrease in the cost of performance hereunder, an equitable adjustment will be made for the cost thereof, subject to the approval of the Purchasing Agent, and written notice given therefore.
6. **VARIATIONS-QUANTITIES.** No variation in the quality or quantity of any item called for by this purchase order shall be acceptable except in pursuance of written change order so authorizing and no change in cost shall be valid unless so ordered.
7. **TERMINATION.**
 - A. **Termination for Default:** Contract may be terminated by the City, in whole or in part, whenever the City shall determine that the Contractor has failed to meet the requirement(s) of the Contract. The City has the right to terminate for default of:
 1. The Contractor fails to make delivery of acceptable supplies in an acceptable manner within the time specified in the resultant Contract; or
 2. The Contractor fails to satisfactorily perform any other term or condition of the resultant Contract; or
 3. The Contractor fails to make progress so as to endanger timely performance of the Contract.Any termination for default shall be effected by written notice to the contractor of the termination, specify the acts or omissions of the Contractor constituting the default and the effective dates of the termination.

The Contractor shall not be liable if the failure to perform the resultant Contract arises from the causes beyond the control and without the fault or negligence of the Contractor. The Contractor will be liable for default or any subcontractor, regardless of tier. However, if the cause is beyond the control of both the contractor and subcontractor and without the fault of either, the contractor will not be liable to the failure to perform, unless the supplies could have been obtained from the other sources in sufficient time for the Contractor to meet the required delivery schedule.

After termination for default, the City may acquire, under the terms and in the manner the Purchasing Services Agent considers appropriate, goods identical or similar to those required by the Contract, and the contractor will be liable to the City for the cost of those goods in excess of the unexpected Contract amount.Upon termination of the contract, all finished or unfinished goods provided by the Contractor and not yet delivered, rendered and accepted by the City shall, at the City's option, become the City's property. The City shall pay the contractor fair and equitable compensation for satisfactory performance prior to delivery of notice of termination, less the amount of damages, caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor shall pay the difference to the City promptly upon demand. The Term "damages" as used in this paragraph includes, but is not limited to, attorney's fees.If after termination it is found that the Contractor was not at default, or that the delayed was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph "B" below, entitled "Termination for Convenience."The rights and remedies of the City described herein shall be addition to any other rights and remedies provided by law or under any other provision of the Contract.
 - B. **Termination for Convenience:** The contract may be terminated by the City, in whole or in part, whenever, the Purchasing Agent determines, in his sole discretion, that it is in the City's best interests. Any such termination shall be effected by a written notice of termination to the Contractor specifying the extent to which the Contract is terminated and the effective date of the termination.
 1. After receipt of a notice of termination and except as otherwise directed, the Contractor shall:
 - a) Stop all performance on the date indicated and to the extent specified;
 - b) Place no further orders or subcontractors for materials, except as necessary for the completion of such portion(s) of the Contract not terminated.
 - c) Terminate any and all subcontractors' agreements and with the approval of the City, settle all outstanding liabilities and termination settlement proposal arising from the termination of subcontractors;
 - d) If directed by the City, transfer title and deliver to the City the Contractor's Work in Process, finished goods and other material produced or acquired, including any completed or partially completed plans, drawings, information and other property that, if the Contract had not been terminated, would be required to be furnished to the City. If the City does not exercise this right, the Contractor shall use his best efforts to sell such goods and materials in accordance with the provisions of Commercial Code Section 2706;
 - e) Complete performance of any portion of the Contract terminated;
 - f) Submit to the Purchasing Agent a termination claim in the form perceived by the Purchasing Agent. The Contractors shall not be reimbursed for and waives any right to receive anticipatory profits not earned up to the effective date of termination.
 2. The Contractor shall be entitled to recover the following costs in a termination for convenience:
 - a) The Contractor price for the completed goods accepted by the City but not previously paid for;
 - b) Costs already incurred in the performance of the portion of the Contract terminated;
 - c) The reasonable costs of settlement expenses for the portion of the Contract terminated; and
 - d) The cost of settling and paying any termination settlement proposals under terminated subcontractors that are properly chargeable to the terminated portion of the Contract.
 3. In arriving at the amount due to the Contractor, the following shall be deducted:
 - a) All unliquidated, advance or other payments to the Contractor under the terminated portion of the Contract; and
 - b) Any claim which the City has against the Contractor under the Contract or any other contract.
 - C. **Termination for Lack of Appropriation:** If funds are not appropriated or if funds are not otherwise made available to the City for continued performance of the Contract for any fiscal period covered by the Contract, the Contract shall be automatically terminated as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; however, this will not effect either the City's right nor the Contractor's rights under any other termination provision in the Contract. The effect of a termination of the resultant Contract under this subparagraph "C" will be to discharge both the City and the Contractor both to discharge both the City and the Contractor from further performance of the Contract, but not form their obligations existing at the time of termination. The Contractor shall be reimbursed for any non-recurring costs incurred but not amortized in the price of the goods delivered under the Contract.
8. **LIABILITY.** The City shall not be responsible for any damage that may accrue by reason of death or injury of the person of the Vendor's officers, agents, employees, invitees, or licensees or for damages to any property of the Vendor, or that may arise or be set up at any time because of personal injury or damage to property sustained by any other person or persons, which may have been caused or contributed to, approximately or remotely, by reason of or in the course of performance of this purchase order. The Vendor shall assume full responsibility for the defense of any claim arising under this purchase order and the Vendor shall save, keep, and bear harmless the City, all officers and employees thereof from all damages, costs, or expense, in law or in equity because of personal injury, property damages, or alleged or actual patent infringements based on the performance of this purchase order or asserted against it.
9. **DISPUTES.** All disputes concerning questions of fact which may arise under this purchase order, and not disposed of by mutual consent, shall be decided by the Purchasing Agent.
10. A copy of the freight bill MUST accompany invoices whenever freight charges are prepaid and added to invoice.
11. If, for any reason, an over-payment is made, we require prompt refund via your prompt refund via your property check, in order that we can expedite clearing of the overpayment through our accounting system.
12. The articles covered by this purchase order or contract must conform with safety order of the California Division of Industrial Safety.
13. This purchase order may be accepted by any means or part performance, provided Seller unqualifiedly agrees to all the terms and conditions appearing on the face hereof or added supplements hereto including those terms and conditions set forth on the purchase order. In the event Seller's acceptance proposed additional or different terms, such terms shall not be binding upon City of Fontana except to the extent City of Fontana gives its specific agreement in writing to such terms.

CITY OF FONTANA

JUSTIFICATION FOR SINGLE OR SOLE SOURCE REQUEST

Date: 09-17-13
Department/Agency: Police Department
Contact: Sgt. Kraut
Phone: (909) 356-7104
Purchasing Order Number:

Description of Services/Item/Supply Requested: 5 – Taser X26 Electronic Control Devices, 5 – Taser Holsters, 5 – Taser batteries, and 50 – 25 foot Taser cartridges.

Recommended Vendor: Taser International

Please state the reason that product/service can be provided only by the recommended vendor (include any back-up information or documentation which supports your recommendation). Use additional sheet if necessary.

Our department has several out of warranty inoperable Taser devices. Taser International is currently offering a \$125 discount on each device when an inoperable Taser device is traded in. This "buy-back" program will save us a significant amount versus buying the Taser devices through a vendor that does not offer the same program.

Have other providers of the product or service been contacted (please provide detailed information)? Use additional sheet if necessary.

Yes... Taser International has provided us with the attached quote. Taser International is also the only manufacturer of the electronic control device & provides us with instructor / user certification for their product.

How does recommended vendor's prices or fees compare to the general market? Use additional sheet if necessary.

The cost through Taser International is the same as any of their vendors' prices, however, they provide the buy-back discount mentioned above.

If recommended vendor could not provide the product or service, how would the agency accomplish this particular task? Use additional sheet if necessary.

We would buy through a vendor that does not offer the buy-back discount.

Authorized Signature: _____

Date: 9.17.13

PURCHASING OFFICE USE ONLY

Buyer Comments:

Buyer Signature: _____ Date: _____



Prepared By: Phil Dillon
 Company Name: TASER International
 Company Address: 17000 Upland Avenue
 Fontana, CA 92335
 US
 Phone: 909.655.0734
 E-mail: rdillon@taser.com

Created Date: 8/11/2013
 Expiration Date: 11/31/2013
 Quote Number: 0180752
 Fax: 909.655.0734

Customer Information

Account Name: Fontana Police Dept. - CA
 Contact Name: Michelle Ellis
 AX Account Number: 107136
 Email: mellen@fontana.org
 Phone: (909) 356-7139

Shipping and Billing Information

Bill To Name: Fontana Police Dept.
 Bill To: 17000 Upland Avenue
 Fontana, CA 92335
 US
 Ship To Name: Fontana Police Dept.
 Ship To: 17000 Upland Avenue
 Fontana, CA 92335
 US

Part Number	Product	Quantity	Sales Price	Total Price
11003	HANDLE, YELLOW, CLASS III, X26P	5.00	USD 848.40	USD 4,242.00
11010	XPPM, BATTERY PACK, X26P	5.00	USD 59.95	USD 299.75
11501	HOLSTER, BLACKHAWK, RIGHT, X26P	5.00	USD 49.95	USD 249.75
11004	WARRANTY, 4 YEAR, X26P	5.00	USD 269.99	USD 1,349.95
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	1.00	USD 159.95	USD 159.95
44203	CARTRIDGE - 25' HYBRID	60.00	USD 25.95	USD 1,297.50

Notes: To place this order, print, date and return via fax to 909.655.0734 or e-mail to rdillon@taser.com. We bill with 30-day terms.

Sales tax on quote is an estimate only and subject to change at time of final order booking.

Please verify the items and quantities for correct. All orders are final and no refunds are allowed for TASER law enforcement, military and correctional products, cartridges and accessories.

MAX26 Upgrade Program \$120 rebate on X2/X26P upgrade bundles ordered before September 30, 2013 and 240 on orders placed between October 1 - December 31, 2013 (11 rebate on MAX26 returned for rebate).

Subtotal: USD 7,598.00
 Total Price: USD 7,598.00
 Tax: USD 507.31
 Shipping and Handling: USD 24.95
 Grand Total: USD 8,129.26

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase

involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X2SP and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement0213>. The sale of the Professional Services is subject to the partial exclusion of TASER's Professional Services Agreement and a Statement of Work. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Quote Acceptance:

Signature:

Printed Name:

Title:

Email:

Phone:

PO Number:

Michelle Blank

From: noreply@salesforce.com on behalf of Bob Dillon <rdillon@taser.com>
Sent: Wednesday, August 14, 2013 9:38 AM
To: Michelle Blank
Subject: FPD X2 Upgrade (4) Quote
Attachments: Fontana Police Dept. (CA) -- (4) X2s_V2.pdf

Michelle,

Attached is the X2 version of this quote. I wasn't party to the discussions earlier this year but they must have been trying to stay under a certain budget amount as this X2 quote is for (4) units and the X26P quote was for (5). Again, we can amend this any time prior to order placement.

To place this order sign, date and return via fax to 480.658.0734 or scan and email to rdillon@taser.com. We bill with 30 day terms.

Sales tax on quotes is an estimate only and subject to change at time of final order booking.

Please verify line items and quantities are correct. All sales are final and no refunds are allowed for Taser law enforcement, military and corrections products, cartridges and accessories.

Feel free to contact me whenever I can be of assistance.

Thanks for using Taser products!

Best,

Bob Dillon
Business Development Representative

TASER INTERNATIONAL, INC.
17800 North 85th Street
Scottsdale, Arizona 85255

Phone: 800.978.2737
Direct: 480.905.2012
Fax: 480.658.0734

W-9

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

TASER INTERNATIONAL

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor ☒ Corporation ☐ Partnership ☐ Other

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

17600 NORTH 85TH STREET

Requester's name and address (optional)

City, state, and ZIP code

SCOTTSDALE, AZ 85255-9306

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

8 6 0 7 4 1 2 2 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign
Here

Signature of
U.S. person

Klaus LeBong

Date

10-12-10

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

8353 SIERRA AVENUE
FONTANA, CALIFORNIA 92335-3598

BANK OF AMERICA
FONTANA, CALIFORNIA
16-66/1220

50235

CHECK DATE
10/08/13

CHECK NO.
50235

AMOUNT

\$*****8,123.78*

PAY THE SUM OF EIGHT THOUSAND, ONE HUNDRED TWENTY THREE DOLLARS &
78 CENTS

TO THE TASER INTERNATIONAL
ORDER 17800 NORTH 85TH STREET
OF SCOTTSDALE AZ 85255-9306

VOID AFTER 90 DAYS

11# 050 235 11# 1: 2 200066 1: 000 244 280 249 11#

50235

VENDOR NO 00082335

CHECK NO. 50235

ACCOUNT		PURCH. ORDER	INVOICE NUMBER	AMOUNT	DESCRIPTION
40216101	8013	140471	SI1334111	8,123.78	CARTRIDGE 25 HYBRI

00082335 TASER INTERNATIONAL



Remit Payment to:
TASER International
PO BOX 29661-2018
PHOENIX, AZ 85038-9661
PH: (480) 991-0797
FAX: (480) 991-0791
SALES@TASER.COM
WWW.TASER.COM

Invoice

Invoice No SI1334111
Invoice date 9/20/2013
Page 1 of 2
Sales order SO130034650
Purchase order 140471
Your ref. RMAT009961
Our ref. 01012
Payment Net 30
Invoice account 107236
RMA number
Mode of delivery Fedex - Ground
Terms of delivery FOB Destination

BILL TO:
FONTANA POLICE DEPT
17005 UPLAND AVE
FONTANA, CA 92335

SHIP TO:
FONTANA POLICE DEPT
17005 UPLAND AVE
FONTANA, CA 92335

item number	Revision	Description	Ordered	Shipped	Backordered	Unit price	Amount
22013	B	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	1	1	0	159.95	159.95
11003	-	HANDLE, YELLOW, CLASS III, X26P	5	5	0	848.40	4,242.00
11004	-	WARRANTY, 4 YEAR, X26P	5	5	0	269.99	1,349.95
11010	X1	XPPM, BATTERY PACK, X26P	5	5	0	59.95	299.75
44203	G	CARTRIDGE - 25' HYBRID	50	50	0	25.95	1,297.50
11501	X1	HOLSTER, BLACKHAWK, RIGHT, X26P	5	5	0	49.95	249.75

MUST HAVE BY 9/30

Vendor #: 00082335

P.O.#: 140471 Partial ☐ Complete ☒

Amount \$: \$ 8,123.78

Account #: 40216101.8013 mpd

Approved By: [Signature]

Reviewed By: [Signature]

Please see reverse side for return and exchange policy. All past due accounts will be charged 1.5% per month. Shipping and handling charges are non-refundable. All shipments FOB Scottsdale.

Payment due 10/20/2013

Sales Amount	7,598.90
Misc./Handling	0.00
Shipping Freight & Handling	24.95

Sales Tax	499.93
Total	8,123.78
Amount Received	0.00
BALANCE DUE	8,123.78 US

9/25/13

TASER International, Inc.'s Sales Terms and Conditions Distributors and Resellers
(Effective January 15, 2013)

These Sales Terms and Conditions apply to all TASER International, Inc. ("TASER") products purchased directly from TASER by distributors and resellers. Goods and services sold by TASER are expressly subject to and conditioned upon the terms and conditions set forth below. By accepting delivery of the product, you accept and are bound to these Sales Terms and Conditions. Any different or additional terms set forth by you, whether in your purchase order or other communication, are expressly objected to and will not be binding on TASER unless agreed to in writing by an authorized officer of TASER.

All Sales Are Final. All sales are final and no refunds are allowed.

Pricing and Purchase Orders. Any purchase order is subject to acceptance and cancellation by TASER at any time and in its sole discretion. Products and services will be invoiced at prices in effect as of date of shipment (invoice date). Prices are not necessarily valid for other future sales and are subject to change without prior notice. Any and all invoice errors must be disputed within 15 days of invoice date and are subject to correction by TASER. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and reserves the right to cancel any orders resulting from such errors.

Payment Terms. All payments must be made in U.S. dollars. Terms of payment are within TASER's sole discretion. Payment for the products must be made in advance of shipment unless prior credit arrangements have been agreed to with TASER, in which case payment terms are net 30 days for approved credit. TASER reserves the right to cancel your credit with TASER at any time. Past due accounts will be subject to the maximum legal rate of interest or 1.5% per month, whichever is less. If a delinquent account is sent to collections, you are responsible for all collection and attorney fees. If your account becomes past due or if you are over the approved credit limit, TASER may refuse shipments until the account is paid in full.

For sales to International Buyers only: pre-payment by wire transfer is acceptable if marked for credit of "TASER International" and sent to J.P. Morgan Bank in Phoenix, Arizona, account number 634912729, ABA number 122100024, SWIFT Code CHASUS33****. For all letters of credit add a 5% processing fee to all prices.

Taxes and Fees. Prices exclude any present or future federal, state, provincial, local, or other governmental taxes, fees, duties, and tariffs applicable to the sale, transportation, or use of the products purchased. You are responsible for all taxes and fees.

Shipping; Title; Risk of Loss. Shipping and handling are additional unless otherwise expressly indicated at the time of sale. Freight charges will be invoiced to and paid for by you as a separate line item. All orders are shipped F.O.B. shipping point or F.O.B./E.X.W. (for International customers) via common carrier, unless otherwise specified. Title and risk of loss pass to you upon delivery to the common carrier by TASER. You must promptly file claims for damaged items with the freight carrier. You are responsible for providing, upon request by TASER and prior to shipment, proof of insurance for goods in transit. TASER reserves the right to make partial shipments unless specifically stated otherwise on your purchase order. Products may ship from multiple locations. Delivery is typically 4-6 weeks after receipt of order or payment. On-time shipment is dependent upon your promptly supplying all necessary documentation.

Excusable delays. TASER will use commercially reasonable efforts to deliver all products ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of TASER, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, TASER has the right, in its sole discretion and upon oral or written notice to you, to delay or terminate the delivery.

Export Restrictions. You agree to comply with all applicable contracts with TASER, export laws, assurances, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use and resale of TASER products including your acceptance of responsibility for the payment of any relevant taxes or duties. Shipping some TASER products out of the United States is restricted by U.S. federal law and neither the TASER product nor its technology can be exported out of the U.S. without a validated export license issued by the U.S. Department of Commerce. Distribution or resale of TASER products is authorized only within (i) the country of ultimate destination listed on the export license, and (ii) the territory in your applicable contract with TASER. No reexport is permitted for certain products without prior U.S. Government authorization.

Regulations and Restrictions. Certain countries, states, provinces, municipalities and cities prohibit or regulate the sale and use of some of the TASER products. Many countries require import permits to receive some TASER products. You agree to comply with all applicable laws, codes and license requirements, and controls of the

United States and other applicable jurisdictions in connection with your purchase and resale of the TASER products. Please go to the TASER website (www.TASER.com) or contact TASER's customer service department for a list of known regulations and restrictions regarding the sale, possession, and use of TASER products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

Product Background Checks. Some products and/or some government regulations require that a background check of the end user purchaser must be completed before the product is sold to the end user purchaser.

Warranty; Exclusions and Limitations; Release. See TASER's website (www.TASER.com) for current warranty provisions, warranty exclusions, release and any limitations of liability. To the extent permitted by law, TASER's warranty and the remedies set forth in that warranty are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law, TASER specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If TASER cannot lawfully disclaim statutory or implied warranties to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in the warranty document.

~~The remedies provided for in the warranty are expressly in lieu of any other liability TASER may have. TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER by Buyer for the product, notwithstanding third party purchases. In no event will TASER be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if TASER has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and~~

~~notwithstanding any failure of essential purpose of any exclusive remedy provided in the warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. TASER disclaims any representation that it will be able to repair any product under this warranty or make a product exchange without risk to or loss of programs or data.~~

Buyer agrees to release and save TASER harmless from any and all liability arising out of the deployment, use or misuse of the TASER product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use or misuse of the TASER product. TASER is not liable for the failure of the TASER product to perform and TASER is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.

Product Warnings. See TASER's website at www.TASER.com for the most current product warnings.

Proprietary Information. You agree that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products, and that you will not directly or indirectly cause any proprietary rights to be violated.

Design changes. TASER reserves the right to make changes in design of any of its products without incurring any obligation to notify you or to make the same change to products previously purchased.

Independent Contractors. No provision of these Sales Terms and Conditions creates a partnership, joint venture, or other combination between TASER and you. You and TASER are independent contractors. Neither party will make any warranties or representations or assume any obligations on the other party's behalf. Neither party is or will claim to be a legal representative, partner, franchisee, agent, or employee of the other party.

Severable Provisions. If any provision of these Sales Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder will have their full force and effect and the invalid provision will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

Entire Agreement. These Sales Terms and Conditions along with

the product warranty and your applicable contract with TASER, if any, constitute the entire agreement between the parties. These Sales Terms and Conditions supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty and your applicable contract with TASER, if any, are intended to be discharged or nullified.

Governing law. The laws of the State of Arizona, U.S.A., govern this transaction and agreement, without regard to conflicts of law.

'Protect Life' is a trademark of TASER International, Inc., and TASER and the 'Circle and Lightning Bolt' logo are registered trademarks of TASER International, Inc., registered in the U.S. ©2013 TASER International, Inc. All rights reserved.



TASER International
17800 N 85TH STREET
SCOTTSDALE, AZ 85255
PH: (480) 991-0797
FAX: (480) 991-0791
SALES@TASER.COM
WWW.TASER.COM

Packing slip

Packing slip : PKG 567791
Ship date : 9/20/2013
Page : 1 of 2
Sales order : SO130034650
Customer account : 107236
Purchase order : 140471
Your ref. : RMAT009961
Sales rep : 01012
Ship Via : Fedex - Ground
Terms of delivery : FOB Destination (No
RMA number :

BILL TO:
FONTANA POLICE DEPT
17005 UPLAND AVE
FONTANA, CA 92335

SHIP TO:
FONTANA POLICE DEPT
ATTN: MICHELE BLANK
17005 UPLAND AVE
FONTANA, CA 92335

Item number	Revision	Description	Qty Ordered	UOM	Qty Shipped
22013	B	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	1.00	EA	1.00
11003	-	HANDLE, YELLOW, CLASS III, X26P	5.00	EA	5.00
11004		WARRANTY, 4 YEAR, X26P	5.00	EA	5.00
11010	X1	XPPM, BATTERY PACK, X26P	5.00	EA	5.00
44203	G	CARTRIDGE - 25' HYBRID	50.00	EA	50.00
11501	X1	HOLSTER, BLACKHAWK, RIGHT, X26P	5.00	EA	5.00

MUST HAVE BY 9/30

Please notify TASER International within 10 days from receipt of shipment regarding any shipping discrepancies.

Warranty Expirations

Item number	Serial number	Component Item	Component name	Component Serial	Expiration date
11003	X130007AX	11003	HANDLE, YELLOW, CLASS III, X26P	X130007AX	11/1/2018
11003	X130007FP	11003	HANDLE, YELLOW, CLASS III, X26P	X130007FP	11/1/2018
11003	X130007P5	11003	HANDLE, YELLOW, CLASS III, X26P	X130007P5	11/1/2018
11003	X130007TD	11003	HANDLE, YELLOW, CLASS III, X26P	X130007TD	11/1/2018
11003	X130007WE	11003	HANDLE, YELLOW, CLASS III, X26P	X130007WE	11/1/2018

BOX: 0001

Item: 11003 HANDLE, YELLOW, CLASS III, X26P Quantity: 5.00

X130007AX, X130007FP, X130007P5, X130007TD, X130007WE

Item: 11004 WARRANTY, 4 YEAR, X26P Quantity: 5.00

Item: 11010 XPPM, BATTERY PACK, X26P Quantity: 5.00

Item: 11501 HOLSTER, BLACKHAWK, RIGHT, X2 Quantity: 5.00

Item: 22013 KIT, DATAPORT DOWNLOAD, USB, Quantity: 1.00

Item: 44203 CARTRIDGE - 25' HYBRID Quantity: 50.00

C4102X4TC, C4102X4TN, C4102X4TR, C4102X4TY, C4102X795, C4102XWFP, C4102XX13, C4102XXN6, C4102XXNV, C4102XXTA
C4102XYCN, C4102Y08M, C4102Y0FC, C4102Y0ME, C4102Y0MP, C4102Y0N7, C4102Y0Y9, C4102Y12W, C4102Y15N, C4102Y16Y
C4102Y1A9, C4102Y1AV, C4102Y1E6, C4102Y1EA, C4102Y1FT, C4102Y1K6, C4102Y1MR, C4102Y1WV, C4102Y1XH, C4102Y1XW
C4102Y1Y3, C4102Y1YC, C4102Y1YW, C4102Y207, C4102Y209, C4102Y2RH, C4102Y2VN, C4102Y2WD, C4102Y2XA, C4102Y31K
C4102Y326, C4102Y36H, C4102Y3DV, C4102Y3FC, C4102Y48F, C4102Y495, C4102Y4A1, C4102Y4C2, C4102Y4C6, C4102Y4E1

TOTAL QUANTITY ORDERED

71.00

TOTAL QUANTITY SHIPPED

71.00

A1

**TASER International, Inc.'s Sales Terms and Conditions Distributors and Resellers
(Effective January 15, 2013)**

These Sales Terms and Conditions apply to all TASER International, Inc. ("TASER") products purchased from TASER by distributors and dealers. Quotes and orders for TASER products are expressly subject to and are governed upon the terms and conditions set forth below. By accepting delivery of the product, you accept and are bound to these Sales Terms and Conditions. Any different or additional terms set forth by you, whether in your purchase order or other communication, are expressly objected to and will not be binding on TASER unless agreed to in writing by an authorized officer of TASER.

All Sales Are Final. All sales are final and no refunds are allowed.

Pricing and Purchase Orders. Any purchase order is subject to acceptance and cancellation by TASER at any time and in its sole discretion. Products and services are priced at all of our offices as they are different (prices date). Prices are not necessarily valid for other future sales and are subject to change without prior notice. Any and all invoice errors must be disputed within 15 days of invoice date and are subject to correction by TASER. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and reserves the right to cancel any orders resulting from such errors.

Payment Terms. All payments must be made in U.S. dollars. Terms of payment are within TASER's sole discretion. Payment for the products must be made in advance of shipment unless prior credit arrangements have been agreed to with TASER in which case payment terms are net 30 days for approved credit. TASER reserves the right to cancel your credit with TASER at any time. Past due accounts will be subject to the maximum legal rate of interest or 15% per month, whichever is less. If a delinquent account is sent to collections, you are responsible for all collection and attorney fees. If your account becomes past due or if you are over the approved credit limit, TASER may refuse shipments until the account is paid in full.

For sales to International Buyers only, pre-payment by wire transfer is acceptable if marked for credit of "ASFR International" and sent to JP Morgan Bank in Phoenix, Arizona, account number 634912729. ABA routing number 027000222. SWIFT Code JPM033. ***** for all orders of 100 or more a \$100 processing fee to all buyers.

Taxes and Fees. Prices exclude any present or future federal, state, provincial, local, or other governmental taxes, fees, duties, and tariffs applicable to the sale, transportation, or use of the products purchased. You are responsible for all taxes and fees.

Shipping; Title; Risk of Loss. Shipping and handling are additional unless otherwise expressly indicated at the time of sale. Freight charges will be invoiced to and paid for by you as a separate line item. All orders are shipped F.O.B. shipping point or F.O.B./EXW (for International customers) via common carrier, unless otherwise specified. Title and risk of loss pass to you upon delivery to the common carrier by TASER. You must promptly file claims for damaged items with the freight carrier. You are responsible for providing, upon request by TASER and prior to shipment, proof of insurance for goods in transit. TASER reserves the right to make partial shipments unless specifically stated otherwise on your purchase order. Products may ship from multiple locations. Delivery is typically 4-6 weeks after receipt of order or payment. On-time shipment is dependent upon your promptly supplying all necessary documentation.

Excusable delays. TASER will use commercially reasonable efforts to deliver all products ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of TASER, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, TASER has the right, in its sole discretion and upon oral or written notice to you, to delay or terminate the delivery.

Export Restrictions. You agree to comply with all applicable contracts with TASER, export laws, assurances, codes and license requirements and controls of the United States and other applicable jurisdictions in connection with the use and resale of TASER products including your acceptance of responsibility for the payment of any relevant taxes or duties. Shipping some TASER products out of the United States is restricted by U.S. federal law and neither the TASER product nor its technology can be exported out of the U.S. without a validated export license issued by the U.S. Department of Commerce. Distribution or resale of TASER products is authorized only within (i) the country of ultimate destination listed on the export license, and (ii) the territory in your applicable contract with TASER. No reexport is permitted for certain products without prior U.S. Government authorization.

Regulations and Restrictions. Certain countries, states, provinces, municipalities and cities prohibit or regulate the sale and use of some of the TASER products. Many countries require import permits to receive some TASER products. You agree to comply with all applicable laws, codes and license requirements, and controls of the

United States and other applicable jurisdictions in connection with your purchase and resale of the TASER products. Please go to the TASER website (www.TASER.com) or contact TASER's customer service department for a list of known regulations and restrictions regarding the sale, possession, and use of TASER products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

Product Background Checks. Some products, and/or some government regulations require that a background check of the end user purchaser must be completed before the product is sold to the end user purchaser.

Warranty; Exclusions and
Limitations; Release. See
TASER's website
(www.TASER.com) for current
warranty provisions, warranty
exclusions, release and any
limitations of liability. To the extent
permitted by law, TASER's
warranty and the remedies set
forth in that warranty are
exclusive and in lieu of all other
warranties, remedies, and
conditions, whether oral or
written, statutory, express or
implied, as permitted by
applicable law, TASER specifically
disclaims any and all statutory or
implied warranties, including
without limitation, warranties of
merchantability, design, fitness
for a particular purpose, arising
from a course of dealing, usage or
trade practice, warranties against
hidden or latent defects, and
warranties against patent
infringement. If TASER cannot
lawfully disclaim statutory or
implied warranties than to the
extent permitted by law, all such
warranties are limited to the
duration of the express warranty
described above and limited to the
other provisions contained in the
warranty document.

The remedies provided for in the warranty are expressly in lieu of any other liability TASER may have. TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER by Buyer for the product, notwithstanding third party purchases. In no event will TASER be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if TASER has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and

notwithstanding any failure of essential purpose of any exclusive remedy provided in the warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. TASCAR disclaims any representation that it will be able to repair any product under this warranty or make a product exchange without risk to or loss of programs or data.

Buyer agrees to release and save TASER harmless from any and all liability arising out of the deployment, use or misuse of the TASER product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use or misuse of the TASER product. TASER is not liable for the failure of the TASER product to perform and TASER is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.

Product Warnings. See TASER's website at www.TASER.com for the most current product warnings.

Proprietary information. You agree that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products, and that you will not directly or indirectly cause any proprietary rights to be violated.

Design changes. TASER reserves the right to make changes in design of any of its products without incurring any obligation to notify you or to make the same change to products previously purchased.

Independent Contractors. No provision of these Sales Terms and Conditions creates a partnership, joint venture, or other combination between TASER and you. You and TASER are independent contractors. Neither party will make any warranties or representations or assume any obligations on the other party's behalf. Neither party is or will claim to be a legal representative, partner, franchisee, agent, or employee of the other party.

Severable Provisions. If any provision of these Sales Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder will have their full force and effect and the invalid provision will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

Entire Agreement. These Sales Terms and Conditions, along with

The product warranty and your applicable contract with TASER, if any, constitute the entire agreement between the parties. These Sales Terms and Conditions supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty and your applicable contract with TASER, if any, are intended to be discharged or nullified.

Governing law. The laws of the State of Arizona, U.S.A., govern this transaction and agreement, without regard to conflicts of law.

'Protect Life' is a trademark of
TASER International, Inc., and
TASER and the 'Circle and Lightning
Bolt' logo are registered trademarks
of TASER International, Inc.,
registered in the U.S. © 2013
TASER International, Inc. All rights
reserved